

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

| | | |
|----------------------|---|--------------|
| In Re: |) | 18-03696 |
| |) | |
| CARLOS T. EASTER AND |) | Chapter 13 |
| TAMMY T. EASTER, |) | |
| |) | Judge THORNE |
| Debtor(s). |) | |

NOTICE OF MOTION

The following parties have been served via electronic mail:

US Trustee: USTPRegion11.ES.EFT@usdoj.gov

Marilyn O. Marshall, Chapter 13 Trustee: courtdocs@chi13.com

The following party(s) have been served via regular US mail:

See attached service list.

PLEASE TAKE NOTICE that on August 18, 2021, at 1:30 pm, I will appear before the Honorable Judge Thorne, or any judge sitting in that judge's place, and present the Motion to Incur Additional Debt and Shorten Notice, a copy of which is attached.

This motion will be presented and heard electronically using Zoom for Government. No personal appearance in court is necessary or permitted. To appear and be heard on the motion, you must do the following:

To appear by video, use this link: <https://www.zoomgov.com/>. Then enter the meeting ID, there is no password.

To appear by telephone, call Zoom for Government at 1-669-254-5252 or 1-646-828-7666. Then enter the meeting code, there is no password.

Meeting ID. The meeting ID for this hearing is 160 9362 1728. There is no password. The meeting ID can also be found on the judge's page on the court's web site.

If you object to this motion and want it called on the presentment date above, you must file a Notice of Objection no later than two (2) business days before that date. If a Notice of Objection is timely filed, the motion will be called on the presentment date. If no Notice of Objection is timely filed, the court may grant the motion in advance without a hearing.

/s/Christine H. Clar
Christine H. Clar, A.R.D.C. #6202332
Attorney for the Debtor(s)

PROOF OF SERVICE

The undersigned does hereby certify that copies of this Notice and attachments were served to the above persons or entities, if service by mail was indicated above, by depositing same in the U.S. Mail at Wheeling, Illinois 60090, before 5:00 p.m. on August 10, 2021 with proper postage prepaid, unless a copy was provided electronically by the Bankruptcy Court.

/s/Christine H. Clar

Christine H. Clar, A.R.D.C. #6202332
Attorney for the Debtor(s)

DAVID M. SIEGEL & ASSOCIATES, LLC
790 Chaddick Drive
Wheeling, IL 60090
847/ 520-8100
davidsiegelbk@gmail.com

The following party(s) have been served via regular US mail:

Carlos and Tammy Easter
6827 S. Bishop St.
Chicago, IL 60636

Illinois Dept. of Employment Benefit Repay.
P.O. Box 6996
Chicago, IL 60680

Portfolio Recovery Assoc.
P.O. Box 41067
Norfolk, VA 23541

Law Office of John R. Edwards
P.O. Box 1501
Highland, IN 46322

US Dept. of Education, c/o Nelnet
121 S. 13th St., Ste. 201
Lincoln, NE 68508

Midland Funding
P.O. Box 2011
Warren, MI 48090

Avant
222 N. LaSalle, Ste. 170
Chicago, IL 60601

Broadway Loan Co.
3755 N. Halsted St.
Chicago, IL 60613

Quantum3 Group
Comenity Bank
P.O. Box 788
Kirkland, WA 98083-0788

LVNV Funding/FNBM
Resurgent Capital Services
P.O. Box 10587
Greenville, SC 29603-0587

Illinois Student Assistance Commission
1755 Lake Cook Rd.
Deerfield, IL 60015

Illinois Dept. of Revenue
Bankruptcy Section
P.O. Box 19035
Springfield, IL 62794-9035

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**MOTION TO ALLOW DEBTOR TO INCUR ADDITIONAL DEBT
AND SHORTEN NOTICE**

NOW COMES the Debtors, by and through their attorneys, DAVID M. SIEGEL & ASSOCIATES, LLC, to present his Motion, and in support thereof states as follows:

1. Jurisdiction is proper and venue is fixed in this Court with respect to these parties.
2. On February 12, 2018 the Debtors filed a voluntary petition for relief pursuant to Chapter 13 under Title 11 USC, and the Chapter 13 plan was confirmed on June 27, 2018. Marilyn O. Marshall was appointed Trustee in this case.
3. The Debtors' Chapter 13 plan provides for payments of \$750.00 monthly for an initial plan term of 60 months, with payments to the General Unsecured Creditors of 100% of their allowed claims.
4. That at the time of filing Debtors owned and possessed a 2014 Chevrolet Traverse, which they were paying for through their plan.
5. That the Debtors at that time only required one vehicle, as Mr. Easter took public transportation to work. He has now changed jobs and works in Carol Stream, IL and must have a vehicle to get to work.
6. That Debtors require a second vehicle for a successful reorganization. Debtors desire to purchase another vehicle (2019 Kia Sportage) from Motor World. (See attached Exhibit A.)
7. That Debtors have the ability to pay for said vehicle as Mr. Easter's income has

increased with his new job. He does not have a current pay check stub, as he started working there on August 9, 2021.

8. That Debtors are slightly behind with their plan payments because Mr. Easter did not have employment for a few months. However, the plan will still finish in 60 months despite the default. No creditors shall be prejudiced by the granting of this motion.

WHEREFORE, the Debtors, CARLOS AND TAMMY EASTER, pray that this Honorable Court grant the Motion to Allow Debtor to Incur Additional Debt and Shorten Notice.

Respectfully Submitted,

/s/Christine H. Clar
Christine H. Clar, ARDC #6202332
Attorney for Debtor(s)

DAVID M. SIEGEL & ASSOCIATES, LLC
790 Chaddick Drive
Wheeling, IL 60090
847/ 520-8100
davidsiegelbk@gmail.com

EXHIBIT A

RETAIL INSTALLMENT CONTRACT - MOTOR VEHICLE - SIMPLE INTEREST

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments | Total Sale Price |
|---|---|---|--|--|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. | The total cost of your purchase on credit, including your downpayment of |
| 15.99 % | \$ 14255.74 | \$ 25392.50 | \$ 39648.24 | \$ 39648.24 |

Your payment schedule will be:

| Number of Payments | Amount of Payments | When Payments Are Due |
|--------------------|--------------------|----------------------------|
| 72 | \$ 550.67 | monthly beginning 09/03/21 |
| N/A | \$ N/A | N/A |

Security: You are giving a security interest in the goods being purchased and in any moneys, credits or other property of yours in the possession of the Assignee, on deposit or otherwise.

Late Charge: If any payment is ten (10) days late, you will be charged: i) 5% of the installment if the installment is in excess of \$200.00; or ii) \$10.00 if the installment is for \$200.00 or less.

Prepayment: You have the right to prepay the unpaid balance in full or in part at anytime without penalty. See your contract terms below and on the reverse side for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties and further information about security interests.

Buyer(s) **TAMMY EASTER**
(Name)
6827 S BYSHOP, CHICAGO, IL 60636
(Address) (City) (State) (Zip)
Buyer(s) **CARLOS EASTER**
(Name)
6827 S BYSHOPCHICAGOIL 60636
(Address) (City) (State) (Zip)
Motor World, Inc. (City) (State) (Zip)
Seller **550 Roosevelt Rd. Glen Ellyn, IL 60137**
(Corporate Firm or Trade Name)
(Business Address) (City) (State) (Zip)

No. **23150.00**
Itemization of Amount Financed
1. Cash Price \$ **23150.00**
Less Cash Downpayment \$ **N/A**
Less Other Downpayment (describe) \$ **N/A**
Value of Trade-in \$ **N/A**
Trade-in \$ **N/A**
Lien Payoff \$ **N/A**
To: Net Trade \$ **N/A**
2. Total Downpayment \$ **N/A**
(If negative enter "0" and see "Unpaid Balance Due on Trade-In" below)
3. Unpaid Balance of Cash Price \$ **23150.00**
Amount Paid to Others for You
WE MAY BE RETAINING A PORTION OF THIS AMOUNT
Unpaid Balance Due on Trade-In \$ **N/A**
Year, Make/Model of Buyer's Trade-In
(Paid to)
Insurance Companies: **N/A**
N/A \$ **N/A**
N/A \$ **N/A**
Public Officials (Licenses, Title & Taxes) \$ **1942.50**
Paid to ERT Service Provider for Optional ERT Fee \$ **N/A**
Other Charges (describe) **N/A**
To: **N/A** \$ **N/A**
To: **N/A** \$ **N/A**
To: **N/A** \$ **N/A**
To: **N/A** \$ **N/A**
To: **N/A** \$ **N/A**
To: **DOC FEE** \$ **300.00**
To: **2242.50**
4. Total Other Charges & Amount \$ **2242.50**
Paid to Others for You: **25392.50**
5. Amount Financed (3-4) \$ **25392.50**

Seller hereby sells and Buyer or Buyers, jointly and severally, hereby purchase the following motor vehicle with accessories and equipment thereon for the deferred payment price and on the terms set forth in this contract. Buyer acknowledges delivery and acceptance of said motor vehicle.

The vehicle will be used primarily for personal, family, household or agricultural purposes. However, if the following box is checked the vehicle will be used primarily for business or commercial purposes. ☐

| New or Used | Year | Make of Vehicle | Model | Body Style | No. Cyl. | Vehicle Identification Number | Body Color | Odometer | Key No. |
|-------------|------|-----------------|----------|------------|----------|-------------------------------|------------|----------|---------|
| USED | 2019 | KIA | SPORTAGE | SUV | 4 | 5XXGWH2ZKE314530 | BLK | 29070 | N/A |

Buyer Promises to pay to the order of Seller at the offices of:

(Assignee) located in **15.99**

The Amount Financed shown above together with a Finance Charge on the principal balance of the Amount Financed from time to time unpaid at the rate of **15.99** % per annum from date until maturity in **2021** installments of \$ **550.67** each and a final installment of \$ **550.67** beginning on **09/03/21**

and continuing on the same day of each successive month thereafter until fully paid. All payments shall be applied first to accrued Finance Charge and the balance to principal. The Finance Charge has been computed on the scheduled unpaid balances of the Amount Financed on the assumption that all scheduled installments will be paid when due. Guarantor, if any, guarantees collection of all amounts due under this contract upon failure of the Seller to collect from the Buyer named herein. Herein, Holder means the motor vehicle retail Seller, sales finance agency, or any other Assignee that purchases or makes a loan upon the security of this retail installment contract.

ILLINOIS NOTICE REGARDING USED VEHICLES:

The following applies only if the vehicle is a used vehicle and is not an antique vehicle as defined in the Illinois Vehicle Code, or a collector motor vehicle and does not apply to a vehicle with more than 150,000 miles at the time of sale.

Illinois law requires that this vehicle will be free of a defect in a power train component for 15 days or 500 miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this agreement. "Power train component" means the engine block, head, all internal engine parts, oil pan and gaskets, water pump, intake manifold, transmission, and all internal transmission parts, torque converter, drive shaft, universal joints, rear axle and all rear axle internal parts, and rear wheel bearings. You (the consumer) will have to pay up to \$100 for each of the first 2 repairs if the warranty is violated.

Attention consumer: sign here only if the Seller has told you that this vehicle has the following problem or problems and you agree to buy the vehicle on those terms:

1. **N/A** **N/A** **N/A**
2. **N/A** **N/A** **N/A**